

1 AN ACT concerning public labor relations.

2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

4 Section 5. The Illinois Public Labor Relations Act is
5 amended by changing Sections 4, 7, and 14 as follows:

6 (5 ILCS 315/4) (from Ch. 48, par. 1604)

7 Sec. 4. Management Rights. Employers shall not be
8 required to bargain over matters of inherent managerial
9 policy, which shall include such areas of discretion or
10 policy as the functions of the employer, standards of
11 services, its overall budget, the organizational structure
12 and selection of new employees, examination techniques and
13 direction of employees. Employers, however, shall be
14 required to bargain collectively with regard to policy
15 matters directly affecting wages, hours and terms and
16 conditions of employment as well as the impact thereon upon
17 request by employee representatives.

18 To preserve the rights of employers and exclusive
19 representatives which have established collective bargaining
20 relationships or negotiated collective bargaining agreements
21 prior to the effective date of this Act, employers shall be
22 required to bargain collectively with regard to any matter
23 concerning wages, hours or conditions of employment about
24 which they have bargained for and agreed to in a collective
25 bargaining agreement prior to the effective date of this Act.
26 Notwithstanding this Section, or any other provisions of this
27 Act, municipalities with historical peace officer bargaining
28 units shall be required to bargain over promotional issues
29 including examination techniques and selection criteria for
30 the rank represented by the certified representative of such
31 historical bargaining units for promotion into and out of the

1 rank represented.

2 (Source: P.A. 83-1012.)

3 (5 ILCS 315/7) (from Ch. 48, par. 1607)

4 Sec. 7. Duty to bargain. A public employer and the
5 exclusive representative have the authority and the duty to
6 bargain collectively set forth in this Section.

7 For the purposes of this Act, "to bargain collectively"
8 means the performance of the mutual obligation of the public
9 employer or his designated representative and the
10 representative of the public employees to meet at reasonable
11 times, including meetings in advance of the budget-making
12 process, and to negotiate in good faith with respect to
13 wages, hours, and other conditions of employment, not
14 excluded by Section 4 of this Act, or the negotiation of an
15 agreement, or any question arising thereunder and the
16 execution of a written contract incorporating any agreement
17 reached if requested by either party, but such obligation
18 does not compel either party to agree to a proposal or
19 require the making of a concession.

20 The duty "to bargain collectively" shall also include an
21 obligation to negotiate over any matter with respect to
22 wages, hours and other conditions of employment, not
23 specifically provided for in any other law or not
24 specifically in violation of the provisions of any law. If
25 any other law pertains, in part, to a matter affecting the
26 wages, hours and other conditions of employment, such other
27 law shall not be construed as limiting the duty "to bargain
28 collectively" and to enter into collective bargaining
29 agreements containing clauses which either supplement,
30 implement, or relate to the effect of such provisions in
31 other laws.

32 The duty "to bargain collectively" shall also include an
33 obligation to negotiate with the certified representative of

1 any peace officer bargaining unit comprised of the rank to
2 which promotions will be made over promotional issues
3 including examination techniques and selection criteria, in
4 municipalities with over 1,000,000 inhabitants.

5 The duty "to bargain collectively" shall also include
6 negotiations as to the terms of a collective bargaining
7 agreement. The parties may, by mutual agreement, provide for
8 arbitration of impasses resulting from their inability to
9 agree upon wages, hours and terms and conditions of
10 employment to be included in a collective bargaining
11 agreement. Such arbitration provisions shall be subject to
12 the Illinois "Uniform Arbitration Act" unless agreed by the
13 parties.

14 The duty "to bargain collectively" shall also mean that
15 no party to a collective bargaining contract shall terminate
16 or modify such contract, unless the party desiring such
17 termination or modification:

18 (1) serves a written notice upon the other party to the
19 contract of the proposed termination or modification 60 days
20 prior to the expiration date thereof, or in the event such
21 contract contains no expiration date, 60 days prior to the
22 time it is proposed to make such termination or modification;

23 (2) offers to meet and confer with the other party for
24 the purpose of negotiating a new contract or a contract
25 containing the proposed modifications;

26 (3) notifies the Board within 30 days after such notice
27 of the existence of a dispute, provided no agreement has been
28 reached by that time; and

29 (4) continues in full force and effect, without
30 resorting to strike or lockout, all the terms and conditions
31 of the existing contract for a period of 60 days after such
32 notice is given to the other party or until the expiration
33 date of such contract, whichever occurs later.

34 The duties imposed upon employers, employees and labor

1 organizations by paragraphs (2), (3) and (4) shall become
2 inapplicable upon an intervening certification of the Board,
3 under which the labor organization, which is a party to the
4 contract, has been superseded as or ceased to be the
5 exclusive representative of the employees pursuant to the
6 provisions of subsection (a) of Section 9, and the duties so
7 imposed shall not be construed as requiring either party to
8 discuss or agree to any modification of the terms and
9 conditions contained in a contract for a fixed period, if
10 such modification is to become effective before such terms
11 and conditions can be reopened under the provisions of the
12 contract.

13 (Source: P.A. 83-1012.)

14 (5 ILCS 315/14) (from Ch. 48, par. 1614)

15 Sec. 14. Security Employee, Peace Officer and Fire
16 Fighter Disputes.

17 (a) In the case of collective bargaining agreements
18 involving units of security employees of a public employer,
19 Peace Officer Units, or units of fire fighters or paramedics,
20 and in the case of disputes under Section 18, unless the
21 parties mutually agree to some other time limit, mediation
22 shall commence 30 days prior to the expiration date of such
23 agreement or at such later time as the mediation services
24 chosen under subsection (b) of Section 12 can be provided to
25 the parties. In the case of negotiations for an initial
26 collective bargaining agreement, mediation shall commence
27 upon 15 days notice from either party or at such later time
28 as the mediation services chosen pursuant to subsection (b)
29 of Section 12 can be provided to the parties. In mediation
30 under this Section, if either party requests the use of
31 mediation services from the Federal Mediation and
32 Conciliation Service, the other party shall either join in
33 such request or bear the additional cost of mediation

1 services from another source. The mediator shall have a duty
2 to keep the Board informed on the progress of the mediation.
3 If any dispute has not been resolved within 15 days after the
4 first meeting of the parties and the mediator, or within such
5 other time limit as may be mutually agreed upon by the
6 parties, either the exclusive representative or employer may
7 request of the other, in writing, arbitration, and shall
8 submit a copy of the request to the Board.

9 (b) Within 10 days after such a request for arbitration
10 has been made, the employer shall choose a delegate and the
11 employees' exclusive representative shall choose a delegate
12 to a panel of arbitration as provided in this Section. The
13 employer and employees shall forthwith advise the other and
14 the Board of their selections.

15 (c) Within 7 days of the request of either party, the
16 Board shall select from the Public Employees Labor Mediation
17 Roster 7 persons who are on the labor arbitration panels of
18 either the American Arbitration Association or the Federal
19 Mediation and Conciliation Service, or who are members of the
20 National Academy of Arbitrators, as nominees for impartial
21 arbitrator of the arbitration panel. The parties may select
22 an individual on the list provided by the Board or any other
23 individual mutually agreed upon by the parties. Within 7
24 days following the receipt of the list, the parties shall
25 notify the Board of the person they have selected. Unless
26 the parties agree on an alternate selection procedure, they
27 shall alternatively strike one name from the list provided by
28 the Board until only one name remains. A coin toss shall
29 determine which party shall strike the first name. If the
30 parties fail to notify the Board in a timely manner of their
31 selection for neutral chairman, the Board shall appoint a
32 neutral chairman from the Illinois Public Employees
33 Mediation/Arbitration Roster.

34 (d) The chairman shall call a hearing to begin within 15

1 days and give reasonable notice of the time and place of the
2 hearing. The hearing shall be held at the offices of the
3 Board or at such other location as the Board deems
4 appropriate. The chairman shall preside over the hearing and
5 shall take testimony. Any oral or documentary evidence and
6 other data deemed relevant by the arbitration panel may be
7 received in evidence. The proceedings shall be informal.
8 Technical rules of evidence shall not apply and the
9 competency of the evidence shall not thereby be deemed
10 impaired. A verbatim record of the proceedings shall be made
11 and the arbitrator shall arrange for the necessary recording
12 service. Transcripts may be ordered at the expense of the
13 party ordering them, but the transcripts shall not be
14 necessary for a decision by the arbitration panel. The
15 expense of the proceedings, including a fee for the chairman,
16 established in advance by the Board, shall be borne equally
17 by each of the parties to the dispute. The delegates, if
18 public officers or employees, shall continue on the payroll
19 of the public employer without loss of pay. The hearing
20 conducted by the arbitration panel may be adjourned from time
21 to time, but unless otherwise agreed by the parties, shall be
22 concluded within 30 days of the time of its commencement.
23 Majority actions and rulings shall constitute the actions and
24 rulings of the arbitration panel. Arbitration proceedings
25 under this Section shall not be interrupted or terminated by
26 reason of any unfair labor practice charge filed by either
27 party at any time.

28 (e) The arbitration panel may administer oaths, require
29 the attendance of witnesses, and the production of such
30 books, papers, contracts, agreements and documents as may be
31 deemed by it material to a just determination of the issues
32 in dispute, and for such purpose may issue subpoenas. If any
33 person refuses to obey a subpoena, or refuses to be sworn or
34 to testify, or if any witness, party or attorney is guilty of

1 any contempt while in attendance at any hearing, the
2 arbitration panel may, or the attorney general if requested
3 shall, invoke the aid of any circuit court within the
4 jurisdiction in which the hearing is being held, which court
5 shall issue an appropriate order. Any failure to obey the
6 order may be punished by the court as contempt.

7 (f) At any time before the rendering of an award, the
8 chairman of the arbitration panel, if he is of the opinion
9 that it would be useful or beneficial to do so, may remand
10 the dispute to the parties for further collective bargaining
11 for a period not to exceed 2 weeks. If the dispute is
12 remanded for further collective bargaining the time
13 provisions of this Act shall be extended for a time period
14 equal to that of the remand. The chairman of the panel of
15 arbitration shall notify the Board of the remand.

16 (g) At or before the conclusion of the hearing held
17 pursuant to subsection (d), the arbitration panel shall
18 identify the economic issues in dispute, and direct each of
19 the parties to submit, within such time limit as the panel
20 shall prescribe, to the arbitration panel and to each other
21 its last offer of settlement on each economic issue. The
22 determination of the arbitration panel as to the issues in
23 dispute and as to which of these issues are economic shall be
24 conclusive. The arbitration panel, within 30 days after the
25 conclusion of the hearing, or such further additional periods
26 to which the parties may agree, shall make written findings
27 of fact and promulgate a written opinion and shall mail or
28 otherwise deliver a true copy thereof to the parties and
29 their representatives and to the Board. As to each economic
30 issue, the arbitration panel shall adopt the last offer of
31 settlement which, in the opinion of the arbitration panel,
32 more nearly complies with the applicable factors prescribed
33 in subsection (h). The findings, opinions and order as to
34 all other issues shall be based upon the applicable factors

1 prescribed in subsection (h).

2 (h) Where there is no agreement between the parties, or
3 where there is an agreement but the parties have begun
4 negotiations or discussions looking to a new agreement or
5 amendment of the existing agreement, and wage rates or other
6 conditions of employment under the proposed new or amended
7 agreement are in dispute, the arbitration panel shall base
8 its findings, opinions and order upon the following factors,
9 as applicable:

10 (1) The lawful authority of the employer.

11 (2) Stipulations of the parties.

12 (3) The interests and welfare of the public and the
13 financial ability of the unit of government to meet those
14 costs.

15 (4) Comparison of the wages, hours and conditions
16 of employment of the employees involved in the
17 arbitration proceeding with the wages, hours and
18 conditions of employment of other employees performing
19 similar services and with other employees generally:

20 (A) In public employment in comparable
21 communities.

22 (B) In private employment in comparable
23 communities.

24 (5) The average consumer prices for goods and
25 services, commonly known as the cost of living.

26 (6) The overall compensation presently received by
27 the employees, including direct wage compensation,
28 vacations, holidays and other excused time, insurance and
29 pensions, medical and hospitalization benefits, the
30 continuity and stability of employment and all other
31 benefits received.

32 (7) Changes in any of the foregoing circumstances
33 during the pendency of the arbitration proceedings.

34 (8) Such other factors, not confined to the

1 foregoing, which are normally or traditionally taken into
2 consideration in the determination of wages, hours and
3 conditions of employment through voluntary collective
4 bargaining, mediation, fact-finding, arbitration or
5 otherwise between the parties, in the public service or
6 in private employment.

7 (i) In the case of peace officers, the arbitration
8 decision shall be limited to wages, hours, and conditions of
9 employment (which may include residency requirements in
10 ~~municipalities--with--a-population-under-1,000,000~~, but those
11 residency requirements shall not allow residency outside of
12 Illinois) and shall not include the following: i) (blank)
13 ~~residency-requirements-in-municipalities-with-a-population-of~~
14 ~~at-least-1,000,000~~; ii) the type of equipment, other than
15 uniforms, issued or used; iii) manning; iv) the total number
16 of employees employed by the department; v) mutual aid and
17 assistance agreements to other units of government; and vi)
18 the criterion pursuant to which force, including deadly
19 force, can be used; provided, nothing herein shall preclude
20 an arbitration decision regarding equipment or manning levels
21 if such decision is based on a finding that the equipment or
22 manning considerations in a specific work assignment involve
23 a serious risk to the safety of a peace officer beyond that
24 which is inherent in the normal performance of police duties.
25 Limitation of the terms of the arbitration decision pursuant
26 to this subsection shall not be construed to limit the
27 factors upon which the decision may be based, as set forth in
28 subsection (h).

29 In the case of fire fighter, and fire department or fire
30 district paramedic matters, the arbitration decision shall be
31 limited to wages, hours, and conditions of employment (which
32 may include residency requirements in municipalities with a
33 population under 1,000,000, but those residency requirements
34 shall not allow residency outside of Illinois) and shall not

1 include the following matters: i) residency requirements in
2 municipalities with a population of at least 1,000,000; ii)
3 the type of equipment (other than uniforms and fire fighter
4 turnout gear) issued or used; iii) the total number of
5 employees employed by the department; iv) mutual aid and
6 assistance agreements to other units of government; and v)
7 the criterion pursuant to which force, including deadly
8 force, can be used; provided, however, nothing herein shall
9 preclude an arbitration decision regarding equipment levels
10 if such decision is based on a finding that the equipment
11 considerations in a specific work assignment involve a
12 serious risk to the safety of a fire fighter beyond that
13 which is inherent in the normal performance of fire fighter
14 duties. Limitation of the terms of the arbitration decision
15 pursuant to this subsection shall not be construed to limit
16 the facts upon which the decision may be based, as set forth
17 in subsection (h).

18 The changes to this subsection (i) made by Public Act
19 90-385 (relating to residency requirements) do not apply to
20 persons who are employed by a combined department that
21 performs both police and firefighting services; these persons
22 shall be governed by the provisions of this subsection (i)
23 relating to peace officers, as they existed before the
24 amendment by Public Act 90-385.

25 To preserve historical bargaining rights, this subsection
26 shall not apply to any provision of a fire fighter collective
27 bargaining agreement in effect and applicable on the
28 effective date of this Act; provided, however, nothing herein
29 shall preclude arbitration with respect to any such
30 provision.

31 (j) Arbitration procedures shall be deemed to be
32 initiated by the filing of a letter requesting mediation as
33 required under subsection (a) of this Section. The
34 commencement of a new municipal fiscal year after the

1 initiation of arbitration procedures under this Act, but
2 before the arbitration decision, or its enforcement, shall
3 not be deemed to render a dispute moot, or to otherwise
4 impair the jurisdiction or authority of the arbitration panel
5 or its decision. Increases in rates of compensation awarded
6 by the arbitration panel may be effective only at the start
7 of the fiscal year next commencing after the date of the
8 arbitration award. If a new fiscal year has commenced either
9 since the initiation of arbitration procedures under this Act
10 or since any mutually agreed extension of the statutorily
11 required period of mediation under this Act by the parties to
12 the labor dispute causing a delay in the initiation of
13 arbitration, the foregoing limitations shall be inapplicable,
14 and such awarded increases may be retroactive to the
15 commencement of the fiscal year, any other statute or charter
16 provisions to the contrary, notwithstanding. At any time the
17 parties, by stipulation, may amend or modify an award of
18 arbitration.

19 (k) Orders of the arbitration panel shall be reviewable,
20 upon appropriate petition by either the public employer or
21 the exclusive bargaining representative, by the circuit court
22 for the county in which the dispute arose or in which a
23 majority of the affected employees reside, but only for
24 reasons that the arbitration panel was without or exceeded
25 its statutory authority; the order is arbitrary, or
26 capricious; or the order was procured by fraud, collusion or
27 other similar and unlawful means. Such petitions for review
28 must be filed with the appropriate circuit court within 90
29 days following the issuance of the arbitration order. The
30 pendency of such proceeding for review shall not
31 automatically stay the order of the arbitration panel. The
32 party against whom the final decision of any such court shall
33 be adverse, if such court finds such appeal or petition to be
34 frivolous, shall pay reasonable attorneys' fees and costs to

1 the successful party as determined by said court in its
2 discretion. If said court's decision affirms the award of
3 money, such award, if retroactive, shall bear interest at the
4 rate of 12 percent per annum from the effective retroactive
5 date.

6 (l) During the pendency of proceedings before the
7 arbitration panel, existing wages, hours, and other
8 conditions of employment shall not be changed by action of
9 either party without the consent of the other but a party may
10 so consent without prejudice to his rights or position under
11 this Act. The proceedings are deemed to be pending before
12 the arbitration panel upon the initiation of arbitration
13 procedures under this Act.

14 (m) Security officers of public employers, and Peace
15 Officers, Fire Fighters and fire department and fire
16 protection district paramedics, covered by this Section may
17 not withhold services, nor may public employers lock out or
18 prevent such employees from performing services at any time.

19 (n) All of the terms decided upon by the arbitration
20 panel shall be included in an agreement to be submitted to
21 the public employer's governing body for ratification and
22 adoption by law, ordinance or the equivalent appropriate
23 means.

24 The governing body shall review each term decided by the
25 arbitration panel. If the governing body fails to reject one
26 or more terms of the arbitration panel's decision by a 3/5
27 vote of those duly elected and qualified members of the
28 governing body, within 20 days of issuance, or in the case of
29 firefighters employed by a state university, at the next
30 regularly scheduled meeting of the governing body after
31 issuance, such term or terms shall become a part of the
32 collective bargaining agreement of the parties. If the
33 governing body affirmatively rejects one or more terms of the
34 arbitration panel's decision, it must provide reasons for

1 such rejection with respect to each term so rejected, within
2 20 days of such rejection and the parties shall return to the
3 arbitration panel for further proceedings and issuance of a
4 supplemental decision with respect to the rejected terms.
5 Any supplemental decision by an arbitration panel or other
6 decision maker agreed to by the parties shall be submitted to
7 the governing body for ratification and adoption in
8 accordance with the procedures and voting requirements set
9 forth in this Section. The voting requirements of this
10 subsection shall apply to all disputes submitted to
11 arbitration pursuant to this Section notwithstanding any
12 contrary voting requirements contained in any existing
13 collective bargaining agreement between the parties.

14 (o) If the governing body of the employer votes to
15 reject the panel's decision, the parties shall return to the
16 panel within 30 days from the issuance of the reasons for
17 rejection for further proceedings and issuance of a
18 supplemental decision. All reasonable costs of such
19 supplemental proceeding including the exclusive
20 representative's reasonable attorney's fees, as established
21 by the Board, shall be paid by the employer.

22 (p) Notwithstanding the provisions of this Section the
23 employer and exclusive representative may agree to submit
24 unresolved disputes concerning wages, hours, terms and
25 conditions of employment to an alternative form of impasse
26 resolution.

27 (Source: P.A. 89-195, eff. 7-21-95; 90-202, eff. 7-24-97;
28 90-385, eff. 8-15-97; 90-655, eff. 7-30-98.)